

Robert Hunt
8315 E. Bronco Trail
Scottsdale, AZ 85255

Tina Hennessy
US EPA
5 Post Office Square, Suite 100
Boston MA 02109-3912

October 29, 2019

RE: 725 Bank Street, Waterbury, CT

Dear Ms Hennessy,

I filled out the attached questionnaire on behalf of 725 Bank Street Development Inc., and attached the paperwork that I have. I am retired, however, and have had some health issues so I have no current information.

John Ziggas III acquired this corporation from TD Development LLC (Todd Clifford, 8837 Chapelsquare Drive, Cincinnati, OH 45029, 513-266-6414). Clifford had incorporated this property and another into TD Development Inc. and sold it all to Ziggas. The company had no viable business other than this asset and one other. The intention was that, after demolition and salvage, the properties would be redeveloped, prepared for use and sold. Ziggas passed it on to us in an unrelated real estate transaction. We were advised and given paperwork (attached) showing that Atlantic Richfield (ARC) was responsible for the environmental issues. (They second property had similar undisclosed environmental issues and reverted to the City of Canajoharie NY.)

ARC refused to take responsibility for the cleanup and we found that Ansonia Specialty Metals had left a byzantine mixture of debt (taxes, water etc.) and other issues and that there was little chance of any viable use. Your people came on site and handled a remediation and the City of Waterbury informed us that they were selling the building for Ansonia Specialty Metals' back taxes and other debt.

I have filled this out to the best of my recollection and knowledge from the standpoint of 725 Bank Street Development Inc., and have attached the forms in my possession that I believe are relevant.

Please let me know if there is anything else with which I can help.

A handwritten signature in black ink, appearing to read "R Hunt", with a long horizontal line extending to the right.

Robert Hunt
480-319-1456

EPA Questionnaire

1. General information

a. 725 Bank Street Development Inc

Mailing Address:

8315 E. Bronco Trail

Scottsdale, AZ 85255

ensollc@aol.com

b. Robert Hunt (retired)

Title: Authorized representative

8315 E. Bronco Trail

Scottsdale, AZ 85255

480-319-1456

ensollc@aol.com

2. Legal and Financial

a. As far as I know the company, 725 Bank Street Development Inc., has never been active as a business other than the ownership of this property, has never had a cash flow and has no financial statements

b. There are no tax returns, as taxes have never been filed. See #a.

c. There are no financial statements for Respondent See #a.

d. There are no loan applications. See #a.

e. Corporation

i. Incorporated 4-15-2015

ii. Incorporated in Ohio

iii. We do not know who the officers ever were, but these are the people who have been affiliated of which we are aware.

Todd Clifford, 8837 Chapelsquare Drive, Cincinnati, OH 45029, 513-266-6414
Purchased the property from Asonia Specialty Metals.

John Ziggas III, 6389 Clough Pike #5, Cincinnati, OH 45245
Formed 725 Bank Street Development Inc and purchased the property
from TD Development

Robert Hunt, 8315 E. Bronco Trail, Scottsdale, AZ 85255
Acquired the company from John Ziggas III and the current authorized
representative

iv. Unknown

v. Unknown

vi. There are no affiliated companies of which we are aware.

f. Respondent has not filed bankruptcy

- g. Corporation cancellation
 - i. Corporation was cancelled because the City of Waterbury seized the property, the Respondent's only asset, for a tax sale (see attached notice).
 - ii. Robert Hunt
 - iii. None
 - iv. Robert Hunt
 - v. Robert Hunt
 - vi. The only asset was 725 Bank Street, Waterbury, CT and it had a negative value.
 - vii. There were no assets to distribute. The town of Waterbury was in the process of acquiring the above mentioned property on a tax sale.
 - viii. No cash reserves were created as the company had no ongoing business that produced revenue.
 - h. There were no mergers or asset purchases.
 - i. Predecessors are.
 - 1. Ansonia Specialty Metals (Ansonia Copper). Respondent has had no relationship with this company
 - 2. ARCO. Respondent has had no relationship with this company, but I have attached paperwork that was passed on to us regarding this company.
 - 3. TD Development LLC, Todd Clifford, 8837 Chapelsquare Drive, Cincinnati, OH 45029, 513-266-6414. Respondent purchased the property from this company, before Robert Hunt became involved
 - j. Respondent has never done business under another name.
 - k. There is no accountant nor annual report.
 - l. I know of no UCC filings against or by Respondent.
 - m. Respondent has no corporate minute books.
3. Ownership history
- a. We do not have purchase documents as Respondent did not acquire the property from Ansonia Specialty Metals (AKA Ansonia Copper). Please contact Todd Clifford, TD Development LLC, 8837 Chapelsquare Drive, Cincinnati, OH 45029, 513-266-6414.
 - b. We tried to ascertain estimated salvage quantity and environmental responsibility. (Environmental paperwork attached). We were advised, and the attached paperwork clarifies, that ARCO was responsible for environmental.
 - c. Respondent did not engage in any activity at the site due to environmental hazards and pending city action on tax sale.
 - d. Respondent knows of no one responsible for performing work at the facility except ENSO Steel Company, Millennial Capital and the EPA.
 - e. Respondent never issued leases or subleases to the property. TD Development sold the salvage rights to ENSO Steel but they never salvaged anything. (See below)
 - f. There were no leases on the property.
 - g. Respondent never undertook activity at the site.
4. Relationships to other entities.
- a. ENSO Steel Company LLC
 - i. 725 Bank Street Development Inc. never had a formal relationship with ENSO Steel LLC. ENSO Steel purchased the salvage rights to the property from TD Development LLC but never acted on it due to the fact that ARCO would not address their

environmental responsibility to remediate and ENSO therefore, could not do any work at the location.

- ii. Purchase date April 8, 2015
- iii. ENSO Steel looked into salvaging the site but was never able to begin due to environmental concerns. Millennial Capital subsequently acquired the salvage rights from ENSO, but to my knowledge, never acted on it for the same reasons.

Millennial Capital, Scott Ferguson, 480-818-2608, 60 E Rio Salado Pkwy
Suite 900 Tempe AZ 85281

- iv. None
- v. None
- b. TD Development Inc
 - i. I have no paperwork nor knowledge of Respondent's relationship with TD Development Inc. (or LLC) as I was not involved with the company until after their relationship was over. For that information it is necessary to contact John Ziggas III or Todd Clifford.
 - ii. No information
 - iii. No information
 - iv. No information
 - v. No information
- c. The answers to this are identical to the ones in item b above.
- d. Respondent has had no communication with anyone relating to salvage, demolition or redevelopment on the site. TD Development sold the salvage rights to ENSO Steel directly prior to selling 725 Bank Street Development Inc., which owned the property, to John Ziggas III.

5. Insurance

Since the property had environmental issues which were never remediated by ARCO, Respondent never acquired insurance on the property as it was not being used by Respondent in any fashion.

6. Since the time I have been involved with Respondent, Respondent had no operations on the site, nor hired nor contracted with anyone to pursue any activity. The only activity of which we are aware is a cleanup by the EPA, TD Development's agreement with ENSO Steel to remove salvage, which was never done due to environmental issues, and Millennial Capital's acquisition of the salvage rights from ENSO Steel.

- a. None
- b. None
- c. None
- d. Legal action – No legal action was brought against Respondent. We believe, however, that previous owners may have been involved in some legal activity. In that regard, we are enclosing all the paperwork we have regarding ARCO, Ansonia Specialty Metals and Ansonia Copper.
- e. As mentioned before, we know of no one who did work on the site other than the EPA.
- f. Unknown
- g. Unknown

- h. There is none.
 - i. There are none
 - j. There are none.
7. Respondent's disposal etc.
- a. ARCO, Ansonia Copper and TD Development are the only companies of which we know who had responsibility for hazardous waste on the site. We do not have the names of individuals.
 - b. See item a above.
 - c. I have limited knowledge. Others would be ARCO, Ansonia, Todd Clifford and John Ziggas III.
 - d. To our knowledge, there has been no demolition, salvaging or redevelopment on the site since it was purchased.
8. Site Characteristics
- a. We have no knowledge or information on this.
 - b. Respondent has taken no action. The EPA remediated the site
 - c. All inspection material in our possession is enclosed.
 - d. Other than what the EPA did during its remediation, we are not aware of any changes in the property.
 - e. See item d above.
9. The only people of whom we are aware who may have knowledge of the property are:
- a. Ansonia Copper
 - b. ARCO
 - c. Todd Clifford
 - d. John Ziggas III
 - e. Jeff Wendel 513-703-5912 1259 Buglers Sound Circle, Batavia, Ohio 45103
10. I prepared this information from personal memory and the paperwork attached.
11. Other than the documents enclosed I have no knowledge as to where documentation could be found. We have destroyed no records.

DECLARATION

I declare under penalty that I am authorized to respond on behalf of 725 Bank Street Development Inc. and that the foregoing is complete, true and correct to the extent of my knowledge and memory.

Executed on October 27, 2019

A handwritten signature in blue ink, appearing to read "R. Hunt", is written over a horizontal line. Below the line, the word "Signature" is printed.

Robert Hunt
Authorized Representative

ARC letter regarding their obligation follows this page.

Corporation filing follows this page.



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
04/22/2015	201511200376	DOMESTIC FOR PROFIT CORP - ARTICLES (ARF)	125.00	100.00	0.00	0.00	0.00

Receipt

This is not a bill. Please do not remit payment.

725 BANK STREET DEVELOPMENT, INC.
JOHN ZIGGAS, III
6389 CLOUGH PIKE, #5
CINCINNATI, OH 45245

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted
2386412

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
725 BANK STREET DEVELOPMENT, INC.

and, that said business records show the filing and recording of:

Document(s)

DOMESTIC FOR PROFIT CORP - ARTICLES

Effective Date: 04/21/2015

Document No(s):

201511200376



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
22nd day of April, A.D. 2015.

Ohio Secretary of State



Form 532A Prescribed by:

JON HUSTED
 OHIO SECRETARY OF STATE

 Toll Free: (877) SOS-FILE (877-767-3453)
 Central Ohio: (614) 466-3910

www.OhioSecretaryofState.gov
busserv@OhioSecretaryofState.gov
File online or for more information: www.OHBusinessCentral.com

Mail this form to one of the following:

 Regular Filing (non expedite)
 P.O. Box 670
 Columbus, OH 43216

 Expedite Filing (Two business day processing time.
 Requires an additional \$100.00)
 P.O. Box 1390
 Columbus, OH 43216

Initial Articles of Incorporation

(For Profit, Domestic Corporation)

Filing Fee: \$125

(113 - ARF)

First: Name of Corporation
 (Name must include the following word or abbreviation: company, co., corporation, corp., incorporated, or inc.)

Second: Location of Principal office in Ohio

City State
 County

Effective Date (Optional) (The legal existence of the corporation begins upon the filing of the articles or on a later date specified that is not more than ninety days after filing)
 mm/dd/yyyy

Third: The number of shares which the corporation is authorized to have outstanding.
 (Please state if shares are common or preferred and their par value, if any.)

<input type="text" value="100"/>	<input type="text" value="Common"/>	<input type="text" value="\$1.00"/>
Number of Shares	Type	Par Value

Fourth: If the corporation is to have an initial stated capital, please state the amount of that stated capital

Amount

****Note:** ORC Chapter 1701 allows additional provisions to be included in the Articles of Incorporation that are filed with this office. If including any of these additional provisions, please do so by including them in an attachment to this form **

RECEIVED
 SECRETARY OF STATE
 2015 APR 1 11 PM

ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of 725 Bank Street Development, LLC
hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by
statute to be served upon the corporation may be served. The complete address of the agent is

John Ziggas, III

Name

6389 Clough Pike, #5

Mailing Address

Cincinnati

City

OH

State

45245

Zip Code

Must be signed by the
incorporators or a
majority of the
incorporators

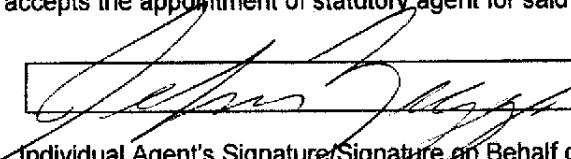

Signature
Signature
Signature**ACCEPTANCE OF APPOINTMENT**

The Undersigned, John Ziggas, III, named herein as the
Statutory Agent Name

Statutory agent for 725 Bank Street Development, Inc.
Corporation Name

hereby acknowledges and accepts the appointment of statutory agent for said corporation.

Statutory Agent Signature



Individual Agent's Signature/Signature on Behalf of Business Serving as Agent

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

Articles and original appointment of agent must be signed by the incorporator(s).

If the incorporator is an individual, then they must sign in the "signature" box and print his/her name in the "Print Name" box.

If the incorporator is a business entity, not an individual, then please print the entity name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print his/her name and title/authority in the "Print Name" box.



Signature

Owner

By

John Ziggas, III

Print Name

Signature

By

Print Name

Signature

By

Print Name

Tax sale notice follows this page

THIS PROPERTY TO BE SOLD AT
PUBLIC AUCTION

PER ORDER OF REVENUE COLLECTOR FOR DELINQUENT TAXES

SALE DATE: THURSDAY, JUNE 29, 2017-6:00 PM

LOCATION: CITY HALL BUILDING
235 GRAND ST., WATERBURY, CT

INQUIRES CAN BE MADE TO:

STATE MARSHALS OFFICE

56 CENTER STREET • WATERBURY, CT 06702

203-757-4748

Purchase contract follows this page

PURCHASE AND SALE AGREEMENT

This agreement, including all attached Exhibits ("Agreement"), effective as of the latest signature date below ("Effective Date") is by and among John Ziggas, III, an individual ("Seller") and Robert Hunt, an individual ("Buyer") for the Purchase and Sale of Seller's entire shareholder interest in 725 Bank Street Development, Inc., an Ohio Corporation ("Company").

RECITALS

WHEREAS, Seller is the sole owner of the issued and outstanding interest ("Shareholder Interest") in the Company, which maintains its principal office at 6480 Shiloh Rd., Goshen, OH 45122; and

WHEREAS, the Company's sole asset is two parcels of real property located at 725 Bank Street, Waterbury, CT 06708 ("Property"), 66 Church Street, Canajoharie, NY 33137 ("Property") and TD Development Inc.

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, Seller's entire Shareholder Interest in the Company including TD Development Inc. and the two Properties subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual agreements and covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Seller and Buyer hereby agree as follows:

1. **SALE.** Subject to the terms of this Agreement, at the Closing, the Seller shall sell, transfer, and assign, and the Buyer shall purchase, all of the Seller's Shareholder Interest in and to the Company free and clear of all encumbrances, other than those expressly assumed by Buyer as identified herein. The term Shareholder Interest as used in this agreement shall mean all of Seller's Shareholder Interest in and to the Company including, but not limited to: (i) all of the profits, losses, items in the nature of income, gain, credit, expense, or loss, and the surplus and/or distributions allocable to the Seller in respect to said interest; (ii) Seller's rights, obligations, duties, powers and benefits as owner of the Shareholder Interest in the Company with respect to such interest including but not limited to those set forth in any Operating Agreement or amendments thereto; (iii) any and all other right, title and interest attributable to the Seller under any agreement relating to the Company and any other laws or applicable principles of the common law with respect to such interest; and (iv) the Properties located at 725 Bank Street, Waterbury, CT 06708 and 66 Church Street, Canajoharie, NY 33137 ("Property") and all improvements, fixtures, rights and easements appurtenant thereto.
1. **PURCHASE PRICE.** The Purchase price for Seller's Shareholder Interest is \$1.00 (one dollar) payable at Closing and \$14,000.00 (Fourteen Thousand Dollars) payable as follows.
 - a. \$7,000.00 within 30 days after Closing.
 - b. An additional \$7,000.00 within 90 days after Closing.
2. **ASSUMED LIABILITIES.** As additional consideration, Buyer shall assume, pay, perform and discharge the following liabilities of Seller ("Assumed Liabilities"):
 - a. Property taxes owed on the Properties at the time of Closing

3. CLOSING. Closing shall take place on a date and time to be agreed among the parties to this Agreement. Each party may execute this Agreement at different times.

4. CLOSING DELIVERABLES. At the date of the Closing:

- a. Seller shall deliver the following:
 - i. An executed original of this Agreement, including any Exhibits.
 - ii. Any agreements, deeds, papers, documents, correspondences, contracts, or other tangible materials related to the Property or the Company or reasonably necessary to effectuate the intent of this Agreement.
 - iii. All keys to the Property.
 - iv. A list of any lawn care, snow removal, alarm, or other vendors currently servicing the Property.
- b. Buyer shall deliver the following:
 - i. An executed original of this Agreement, including any Exhibits.

5. SELLER'S REPRESENTATIONS. The Seller hereby represents and warrants to Buyer, and covenants with Buyer, as follows:

- a. Assets. Company owns only the two Properties and TD Development Inc. and no other assets.
- b. Authority and Capacity: John Ziggas, III has all requisite power, authority and capacity on behalf of the Seller to enter into this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby. No approval or consent of any persons other than John Ziggas, III is necessary.
- c. Agreement Will Not Cause Breach or Violation. The execution, delivery and performance of this Agreement by Seller does not, and the consummation of the transaction contemplated hereby will not, (a) result in a breach of or default under any other agreement to which Seller is a party or by which he is bound; or (b) violate any law applicable to Seller or any judgment, order, Injunction, decree or award of any court, arbitrator, administrative agency or governmental body applicable to or binding upon Seller.
- d. Fair Value. Seller agrees the consideration paid herein by Buyer is based on the fair market value of the assets sold herein. Seller agrees this is an arms-length transaction.
- e. Fraudulent Transfers. Seller agrees it is not entering into this transaction with the intent to hinder, delay or defraud any entity to which Seller is obligated. Seller agrees it is not insolvent and will not become insolvent as a result of this transaction.
- f. Binding Agreement. This Agreement has been duly and validly executed and delivered by Seller and constitutes Seller's valid and binding agreement, enforceable against Seller in accordance with and subject to its terms.

- g. Title to Seller's Interest. Seller is the sole lawful record and beneficial owner of all of the Shareholder Interest in and clear of any liens, claims, agreements, charges, security interests and encumbrances whatsoever.
- h. Existing Liabilities. The Company has no debt or outstanding liabilities except property taxes and Utilities owed on the two Properties.
- i. Compliance with Laws. Seller's operation of the Company has been in conformity with all applicable federal, state and local laws, ordinances and regulations, and Seller has received no notice of alleged noncompliance. There is no litigation pending or, to the best of Seller's knowledge, threatened (whether or not covered by insurance), nor any order, injunction, or decree outstanding nor to the best of Seller's knowledge.
- j. Securities Laws. This sale is not required to be registered under the Securities Act of 1933 or the Ohio Securities Act ("Securities Laws") pursuant to one or more exemptions. Seller did not publicly advertise the sale of securities to Buyer or anyone else. Seller will timely file a report with the Ohio Department of Commerce under Ohio Revised Code Section 1707.03(Q) and pay all costs associated.

6. BUYER'S REPRESENTATIONS. The Buyer hereby represents and warrants to seller, and covenants with Seller, as follows:

- a. Authority and Capacity of Buyer. The execution, delivery and performance of this Agreement by Buyer does not, and the consummation of the transaction contemplated hereby will not, (a) result in a breach of or default under any other agreement to which the Buyer is a party or by which Buyer is bound; or (b) violate any law applicable to Buyer, or any judgment, order, injunction, decree or award of any court, arbitrator, administrative agency or governmental body applicable to or binding upon Buyer.
- b. Binding Agreement. This Agreement has been duly and validly executed and delivered by Buyer and constitutes Buyer's valid and binding agreement, enforceable against Buyer in accordance with and subject to its terms.
- c. Buyer's Knowledge of the Company. Buyer is familiar with the business technologies, financial condition, risks, and prospects of the Company, and Seller has made no representation or warranty regarding its business, technologies, financial condition or prospects. Seller is selling Seller's Shareholder Interest without representation, warranty, promise, or guarantee of any kind or nature, other than those made herein, and Buyer is purchasing Seller's Shareholder Interest based entirely on Buyer's knowledge and the results of its own due diligence, and without reliance on any information or representations made by, or obtained or received from, Seller or their respective agents, servants, employees, members, officers, consultants, or attorneys.
- d. Securities Laws. Buyer is acquiring the Seller's Shareholder Interest for Buyer's own investment account and is not acquiring the Seller's Shareholder Interest with a view to or for sale in connection with, any distribution thereof within the meaning of the Securities Act of 1933, as amended. Buyer is an "accredited

investor" within the meaning of Rule 501(a) of Regulation D under the Securities Act of 1933, as amended (the "Securities Act"). Buyer understands that the Shareholder Interest has not been registered under the Securities Act or any state securities laws and is being transferred to Buyer, in part, in reliance on the foregoing representation.

7. **INDEMNIFICATION OF BUYER.** Seller shall indemnify, and hold harmless, Buyer against any Buyer's Damages (as hereinafter defined). "Buyer's Damages", as used herein, shall include any claims, actions, demands, losses (which shall include any diminution in value), costs, expenses, liabilities, penalties, and damages, including counsel fees incurred in attempting to avoid the same or oppose the imposition thereof, resulting to Buyer from: (i) any inaccurate representation made by Seller in this Agreement or in any certificate or document delivered in connection herewith; (ii) the breach of any warranty made by Seller in this Agreement or in any certificate or document delivered in connection herewith; (iii) a breach or default in the performance by Seller of any of the covenants to be performed by it hereunder; (iv) any debts, liabilities, or obligations of Seller, whether accrued, absolute, contingent, or otherwise, due or to become due which are not being assumed by Buyer.
8. **OCCUPANCY OF THE PROPERTY.** At Closing Seller shall turnover possession of the Property.
9. **TITLE TO THE PROPERTY.** The Parties hereby acknowledge that good title to the Property, which is more particularly described in **EXHIBIT 1**, is attached hereto and made a part hereof, and all encumbrances, instruments, documents and filings as appear on the land records for the city wherein the Property lies:
 - a. All building lines, if established, zoning regulations and ordinances of the municipality or county in which the Property lies, executive order, or public or private law, utility easements, covenants and restrictions as may appear of record, public improvement assessments, and/or unpaid installments thereof, variances, leases, liens, mortgages, security interests, and subordination agreements.
 - b. Common law, riparian or littoral rights of others and/or other rights, if any, in and to any natural watercourse or body of water flowing through or adjoining the Property, and all statutory and other rights of others in and to any such watercourse or body of water.
 - c. Any state of facts that an accurate survey or personal inspection would disclose.
10. **BROKERS.** The Seller and Buyer each represent that neither party has used a Broker regarding the sale of the Company. The parties shall save and hold each other harmless from any loss, expense or liability, including court costs, reasonable attorneys' fees, and expert witness fees for a breach of the foregoing representations.

11. FEDERAL AND STATE INCOME TAXES.

- a. Buyer, the Company, and Seller shall cooperate fully, as and to the extent reasonably requested by the other party, in connection with the filing of Tax Returns pursuant to this Section or providing information needed to file any tax Returns for the Seller and any audit, litigation or other proceeding with respect to Taxes. Such cooperation shall include the retention and (upon the other party's request) the provision of records and information 'which are reasonably relevant to any such audit, litigation or other proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder.
- b. The Company and Seller agree (A) to retain all books and records with respect to Tax matters pertinent to the Company relating to any taxable period beginning before the Closing until the expiration of the statute of limitations (and, to the extent notified by Buyer or Seller, any extensions thereof) of the respective taxable periods, and to abide by all record retention agreements entered into with any taxing authority, and (B) to give the other party reasonable written notice prior to transferring, destroying or discarding any such books and records and, if the other party so requests, the Company or Seller, as the case may be, shall allow the other party to take possession of such books and records.
- c. Buyer and Seller further agree, upon request, to use their best efforts to obtain any certificate or other document from any governmental authority or any other person as may be necessary to mitigate, reduce or eliminate any Tax that could be imposed (including, but not limited to, with respect to the transactions contemplated hereby).

12. CONFIDENTIALITY. It is understood that the contents of this Agreement, any and all documentation and information, including but not limited to, the Information, the Company's assets, liabilities, business opportunities, and financial condition and prospects, provided by Seller to Buyer, or learned by Buyer in its investigation of the purchase contemplated by this Agreement (collectively "Confidential Information") are strictly confidential

13. FURTHER ACTION. The parties hereto shall use all reasonable efforts to take, or cause to be taken, all appropriate action, to do or cause to be done all things necessary, proper or advisable under applicable law, and to execute and deliver such documents and other papers, as may be required to carry out the provisions of this Agreement and consummate and make effective the transactions contemplated by this Agreement.

14. NOTICES. All notices, consents, reports, demands, requests and other communications required or permitted hereunder ("Notices") shall be in writing, and shall be: (a) personally delivered with a written receipt of delivery; or (b) sent by a nationally recognized overnight delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or attempted delivery; or (c) sent by certified or registered mail, return receipt requested; or (d) sent by confirmed facsimile transmission, PDF or email with an original copy thereof transmitted to the recipient by one of the

means described in subsections (a) through (c) no later than 3 business days thereafter. All Notices shall be deemed effective when actually delivered as documented in a delivery receipt; provided, however, that if the Notice was sent by overnight courier or mail as aforesaid and is affirmatively refused or cannot be delivered during customary business hours by reason of the absence of a signatory to acknowledge receipt, or by reason of a change of address with respect to which the addressor did not have either knowledge or written notice delivered in accordance with this section, then the first attempted delivery shall be deemed to constitute delivery; and provided further, however, that Notices given by facsimile, PDF or email shall be deemed given when received by facsimile, PDF or email, as the case may be. Each party shall be entitled to change its address for Notices from time to time by delivering to the other party Notice thereof in the manner herein provided for the delivery of Notices. All Notices may be sent by counsel for the parties and shall be sent to the addressee at its address set forth following its name below:

If to Seller:

John Ziggas, III
6480 Shiloh Rd.
Goshen, OH 45122

If to Buyer:

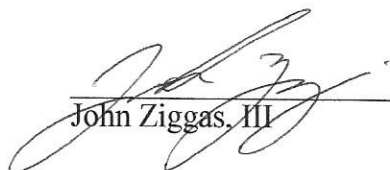
Robert Hunt
8315 E. Bronco Trail
Scottsdale, AZ 85255

15. **SEVERABILITY.** In the event that any provision of this Agreement is found by any court or other authority of competent jurisdiction to be illegal or unenforceable, such provision shall be deemed deleted from this Agreement or modified to the extent necessary to render this Agreement fully enforceable, and as so altered or modified, this Agreement shall continue in full force and effect.
16. **WAIVERS.** The rights of each of the parties under this Agreement are cumulative. The rights of each of the parties hereunder shall not be capable of being waived or modified other than by an express written waiver or modification signed by the parties hereto. Any failure to exercise or any delay in exercising any of such rights shall not operate as a waiver or modification of that or any other such right. Any defective or partial exercise of any of such rights shall not preclude any other or further exercise of that or any other such right. No act or course of conduct or negotiation on the part of any party shall in any way preclude such party from exercising any such right or constitute a waiver, suspension or modification of any such right.
17. **SECTION HEADINGS.** The Section headings in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The Recitals set forth above shall be deemed part of the Agreement.

- 18. CONSTRUCTION.** Unless the context otherwise requires, when used herein, the singular shall be deemed to include the plural, the plural shall be deemed to include each of the singular, and pronouns of one or no gender shall be deemed to include the equivalent pronoun of the other or no gender. Each party acknowledges that it has participated in the negotiation of this Agreement, and no provision of this Agreement shall be construed against or interpreted to the disadvantage of any party hereto or thereto by reason of such party having or being deemed to have drafted such provision; and that each of the parties hereto at all times has had access to an attorney in the negotiation of the terms of and in the preparation and execution of this Agreement. If any provision of this Agreement is held to be void or unenforceable, all other provisions hereof shall nevertheless continue in full force and effect.
- 19. BENEFIT SUCCESSORS BOUND, ASSIGNMENT.** This Agreement, including the exhibits hereto, shall be binding upon, and shall inure to the benefit of, the undersigned parties and their respective heirs, legal representatives, successors and permitted assigns. It is the specific intention of the parties that neither this Agreement nor anything contained herein shall benefit any person or entity other than the specific parties to this Agreement. This Agreement shall not be assigned by the Buyer without the written consent of the Seller.
- 20. AMENDMENT.** This Agreement may be amended only by an instrument in writing executed by all of the parties hereto.
- 21. ENTIRE AGREEMENT.** This Agreement and the exhibits attached hereto represent a complete integration of all the prior and contemporaneous agreements and understandings of the parties with respect to the sale and purchase of the Company and the Company's assets. Any and all prior agreements and understandings with respect to such sale and purchase are hereby superseded by this Agreement.
- 22. COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Facsimile or electronic copies of the parties' signatures hereto shall be treated as originals thereof.
- 23. GOVERNING LAW.** This Agreement shall be construed and enforced in accordance with, and shall be governed by, the laws of the State of Ohio. The parties further agree that the execution of this Agreement, the acceptance of the terms and conditions hereunder, and the place of performance shall be deemed to have state of Ohio, and the parties hereby submit to the jurisdiction of the courts of the State of Ohio. Any action relating to the validity, interpretation, or enforcement of the terms of this Agreement and all matters arising out of this Agreement, directly or indirectly, shall be instituted and litigated solely and exclusively in the courts for the State of Ohio and in no other.

Intending to be legally bound by this Agreement as of the Effective Date, the parties have set their hand on the date written below:

SELLER: JOHN ZIGGAS, III



John Ziggas, III


7/11/16
Date

STATE OF OHIO)
) SS:
COUNTY OF Clermont)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named John Ziggas, III and acknowledged that he did sign this instrument and the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this day of June, 2016.





NOTARY PUBLIC

BUYER: Robert Hunt

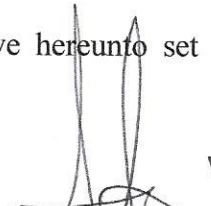

Robert Hunt

12/2/2016
Date

STATE OF ARIZONA)
) SS:
COUNTY OF Maricopa)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Robert Hunt and acknowledged that he did sign this instrument and the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this day of June, 2016.



NOTARY PUBLIC



EXHIBIT 1

LEGAL DESCRIPTION

All that piece or parcel of land, situate, lying and being in the Village of Canajoharie, County of Montgomery and State of New York, bounded and described as follows:

Beginning at a point in the easterly margin of Church Street where the east margin of Church Street intersects the northerly margin of Canal Street, said point of beginning also being the southwesterly corner of lands conveyed by the Village of Canajoharie to Beech-Nut Life Savers, Inc., by deed dated January 2, 1957, and recorded in the Montgomery County Clerk's Office in Book 304 of Deeds at Page 324, and running thence N. 13° 53' E. along the easterly margin of Church Street for a distance of 272.32 feet to a point; thence continuing along the easterly margin of Church Street N. 19° 54' E. for a distance of 22.67 feet to a point; thence N. 14° 04' E. along said Church Street for a distance of 146.08 feet to a point; thence N. 15° 19' E. along the said easterly margin of Church Street for a distance of 129.89 feet to a point where the easterly margin of Church Street intersects the southerly margin of Market Street; thence running along the southerly margin of Market Street for the following courses: S. 88° 26' E., 44.00 feet, S. 80° 24' E., 46.00 feet, S. 76° 50' E., 264.15 feet and S. 77° 58' 23" E. for a distance of 173.26 feet to a point marking the northwest corner of lands conveyed by Beech-Nut Foods Corporation to the Village of Canajoharie by Deed dated October 19, 1977, and recorded in the Montgomery County Clerk's Office in Book 417 of Deeds at Page 4; thence S. 17° 23' 17" W. along the west line of said lands of the Village of Canajoharie for a distance of 74.75 feet to a point marking the southwest corner of said lands of the Village of Canajoharie; thence S. 73° 12' 23" E. for a distance of 135.12 feet to an existing iron pipe marking the southeast corner of said lands of the Village of Canajoharie; thence N. 05° 45' 49" W. along the east line of the Village's lands for a distance of 98.04 feet to an existing iron pipe; thence N. 78° 27' 02" W. for a distance of 20.92 feet to a point; thence N. 12° 09' 00" E. for a distance of 64.11 feet to a point; thence N. 08° 03' 33" E. for a distance of 58.00 feet to a point; thence running S. 81° 39' 28" E. along lands of the State of New York for a distance of 54.00 feet to a point; thence S. 77° 36' 35" E. for a distance of 213.93 feet to a canal monument; thence running along a curve to the right having a radius of 3973 feet and a length of 727.28 feet to a point; thence S. 68° 54' 10" E. continuing along lands of the State of New York on the north for a distance of 481.26 feet to a point, last line passing over a canal monument at a distance of 402.89 feet; thence running along a curve to the right having a radius of 140 feet and a length of 372.53 feet to a point; thence running N. 72° 45' W. along lands owned by the State of New York on the south for a distance of 879.12 feet to a point; (last described line passing over an existing Canal Monument at 124.06 feet) thence S. 19° 11' W. along lands of the State of New York on the east for a distance of 198.70 feet to an existing concrete highway monument; thence S. 33° 30' W. for a distance of 61.30 feet to a point; thence S. 14° 52' W. along lands of the State of New York on the east for a distance of 247.00 feet to a point in the northerly margin of New York State Highway Route 5S; thence running in a general westerly direction for the following courses along the said northerly margin of Route 5S; N. 86° 24' W., 36.75 feet, N. 81° 21' W., 338.09 feet, N. 79° 58' W., 89.43 feet, N. 78° 40' W., 80.19 feet, N. 77° 18' W., 277.69 feet, and N. 75° 54' W. for a distance of 273.60 feet to a point in the easterly margin of an alley just east of the "Kelly Block"; thence N. 13° 55' E. for a distance of 122.87 feet along the said easterly margin of said alley to a point; thence S. 89° 30' W. for a distance of 12.25 feet to a point; thence N. 73° 55' W. along the northerly margin of Canal Street for a distance of 78.80 feet to the point or place of beginning.

Parcel II:

All that piece or parcel of land situate, lying and being in the Village of Canajoharie, County of Montgomery and State of New York, bounded and described as follows:

Beginning at a point in the northerly margin of East Main Street (New York State Route 5S), which point is the southwesterly corner of lands conveyed to the State of New York by Deed recorded in Book 216 of Deeds on Page 303; thence N. 80° - 11' W., 277.25 feet along the northerly margin of East Main Street to the southeasterly corner of lands of Snyder; thence N. 20° - 27' E., 141.71 feet along the easterly line of said lands of Snyder to a point; thence S. 71° - 53' - 04" E., 48.41 feet along the southerly line of lands appropriated by the State of New York for construction of the New York State Thruway to a point; thence N. 17° - 15' E., 60.00 feet along the easterly line of said lands of the State of New York to a point; thence S. 71° - 53' - 04" E., 209.30 feet along the southerly line of

said lands of the State of New York to a point; thence S J 3° - 57' W., 162.00 feet along the westerly line of lands of the State of New York to the point or place of beginning.

Parcels I and II above being the same premises conveyed to the Grantor herein by Deed dated January 27, 1995 and recorded in the Montgomery County Clerk's Office on February 21, 1995 in Liber 569 of Deeds at page 193.

Parcel III:

All that certain piece or parcel of land, lying situate and being on the easterly side of Church Street, also known as New York State Route 10, in the Village and Town of Canajoharie, County of Montgomery and State of New York, bounded and described as follows:

Commencing at a point at the southwesterly corner of the lands herein described and on the easterly side of the said Church Street in distance 24.4 feet from the centerline of the traveled track thereof; said point being 1.22 feet westerly from PK Nail set 2/04 in pavement on northerly side of a concrete walk located on the southerly end of the said Canal Street and on the northerly side of the brick building known as the "Kelly Block"; said PK Nail being North 15° 13' East 7.9 feet from the northwesterly corner of the said Kelly Block; Said first mentioned point being the Point of Beginning of the lands herein described; thence leaving said point

North 13° 53' East 16.21 feet along the easterly side of the said Church Street to a point on the easterly side thereof in distance 24.4 feet from the centerline of the traveled track thereof at the northwesterly corner of the lands herein described; thence leaving said point on the following two (2) bearings and distances along the lands now or formerly of the said Beech-Nut Nutrition Corp. 589/193 (304/324)

South 73° 55' East 78.80 feet to a point; and

North 89° 30' East 12.25 feet to a point at the northeasterly corner of the lands herein described; thence leaving said point

South 13° 55' West 18.52 feet continuing along the lands of the said Beech-Nut Nutrition Corp. to a PK Nail set in the ground 2/04 at the southeasterly corner of the lands herein described; thence leaving said PK Nail

North 76° 18' West 63.92 feet through the said Canal Street and partially along the said walk on the northerly side of the said Kelly Block (now or formerly of Canajoharie 2000, Inc. 656/347) to a Railroad Spike set 2/04 at the base of a ramp in the said walk; thence leaving said Railroad Spike on the following Two (2) bearings and distances continuing through the said Canal Street and along the northerly side of the said walk

North 64° 14' West 10.62 feet to a PK Nail set 2/04; and

North 75° 01' West 16.28 feet passing through the first above mentioned PK Nail set 1.22 feet from the point of beginning.

Parcel III being the same premises conveyed to the Grantor herein by Deed dated March 11, 2004 and recorded in the Montgomery County Clerk's Office on March 25, 2004 in Liber 734 of Deeds at page 84.

Excepting and reserving from the premises conveyed herein:

All that certain lot, piece or parcel of land lying, situate and being on the northerly side of East Main Street, also known as NYS Route 5S, in the Village and Town of Canajoharie, County of Montgomery, State of New York bounded and described as follows:

Commencing at a PK nail set 2/04 on the northerly side of the walk along the northerly side of the said East Main Street at the southwesterly corner of the lands herein described and 0.6' westerly from the southwesterly corner of the "Gum Building" located on the lands herein described; said PK nail being 24.7' perpendicular from the

centerline of the traveled track of the said East Main Street; Said PK Nail being the Point of Beginning of the lands herein described; thence leaving said PK nail North $13^{\circ} 55'$ East 99.10 Feet along the lands now or formerly of Canajoharie 2000, Inc. 656/347 running 0.6' westerly of the said "Gum Building" located on the lands herein described and along the easterly side of an alley leading from the said East Main Street to Canal Street, to a PK Nail set 2/04 at the northwesterly corner of the lands herein described; thence leaving said PK Nail.

South $75^{\circ} 53'$ East 147.83 feet along the remaining lands of the said Beech-Nut Nutrition Corp. and running along the northerly face of the said "Gum Building" to a cabin spike set 2/04 in the ground at the base of the northeasterly corner thereof; said cabin spike being at the northeasterly corner of the lands herein described; leaving said cabin spike

South $14^{\circ} 05'$ West 99.07 feet along the remaining lands of the said Beech-Nut Nutrition Corporation being along the easterly face of the said "Gum Building" to a PK Nail set 2/04 in the ground at the southeasterly corner of the main building and on the northerly side of the said walk along East Main Street in distance 24.7' from the centerline of the traveled track thereof, at the southeasterly corner of the lands herein described; thence leaving said PK Nail

North $75^{\circ} 54'$ West 147.54 feet along the northerly side of the said walk and being essentially along the southerly face of the said "Gum Building" to the point or place of beginning.

Being the same premises conveyed by the Grantor herein to the Village of Canajoharie by Deed dated March 11, 2004 and recorded in the Montgomery County Clerk's Office on March 12, 2004 in Liber 733 of Deeds at Page 283.

EXHIBIT 2

**CONSENT RESOLUTIONS
OF
725 BANK STREET DEVELOPMENT, INC.**

WHEREFORE, the undersigned, John Ziggas, III ("Shareholder") hereby certifies that he is the sole shareholder of 725 Bank Street Development, Inc. ("Company"); and

WHEREAS, Shareholder desires to sell his entire interest in 725 Bank Street Development, Inc. which includes interest in TD Development Inc. and two properties to Robert Hunt.

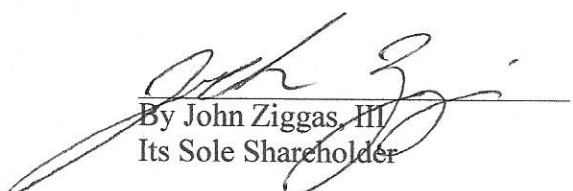
NOW, THEREFORE, the Shareholder and Company unanimously consent and agree to the following resolutions:

RESOLVED, that Shareholder and Company hereby waive any requirement pursuant to any agreement, law, or other authority for a shareholder of the Company to give notice, meet, deliberate, vote, or record minutes on the subject of this Consent Resolution.

RESOLVED, that Shareholder and Company waive any restriction pursuant to any agreement, law, or other authority for a shareholder of the Company to sell his shareholder interest.


RESOLVED, that Shareholder is authorized to enter into an agreement for the sale of his entire Shareholder Interest to Robert Hunt.

COMPANY: 725 Bank Street Development, Inc.


By John Ziggas, III
Its Sole Shareholder

7/11/16
Date

SHAREHOLDER: John Ziggas, III


John Ziggas, III

7/11/16
Date

EXHIBIT 3

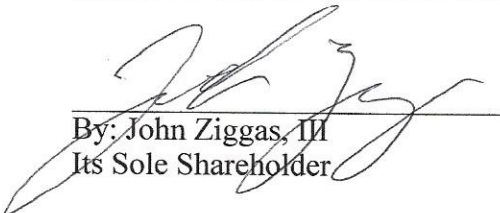
SELLER'S AFFIDAVIT OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code provides that a transferee of U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required is upon the disposition of a U.S. real property interest located at 725 Bank Street, Waterbury, CT 06708 by 725 Bank Street Development, Inc. ("Transferor"). The undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a Foreign Corporation, Foreign Partnership, Foreign Trust, or Foreign Estate as those terms are defined in the Internal Revenue Code and Income Tax Regulations.
2. Transferor's U.S. Employer's Identification Number is _____.
3. Transferor's office address is 6480 Shiloh Rd., Goshen, OH 45122.

Transferor understands that this Affidavit may be disclosed to the Internal Revenue Service by transferee and that any false statement made herein could be punished by fine, imprisonment or both. Under penalties of perjury, I declare that I have examined this Affidavit and to the best of my knowledge and belief it is true, correct and complete, and that I have authority to sign this document on behalf of 725 Bank Street Development, Inc.

TRANSFEROR: 725 Bank Street Development, Inc.


By: John Ziggas, III
Its Sole Shareholder

7/11/16
Date

STATE OF OHIO)
) SS:
COUNTY OF Cherment)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named John Ziggas, III, on behalf of 725 Bank Street Development, Inc., and acknowledged that he did sign this instrument and the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 11th day of July, 2016.




NOTARY PUBLIC

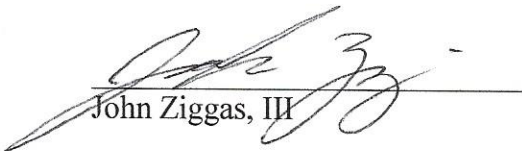
EXHIBIT 4

BILL OF SALE AND ASSIGNMENT

This Bill of Sale and Assignment is entered into by and among John Ziggas, III ("Assignor") and Robert Hunt ("Assignee"), pursuant to the foregoing Agreement.

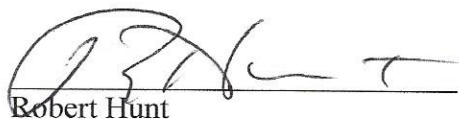
1. **ASSIGNMENT.** The Assignor hereby assigns and transfers to the Assignee all of the Assignor's right, title and interest in and to 725 Bank Street Development, Inc., an Ohio Corporation ("Assigned Interest"), including all voting, consent and financial rights now or hereafter existing and associated with ownership of the Assigned Interest. This Bill of Sale and Assignment shall be deemed a part of and subject to the terms of the Purchase and Sale Agreement.
2. **ACCEPTANCE.** The Assignee accepts the assignment of all of the Assignor's right, title and interest in and to the Assigned Interest.
3. **ABSOLUTE CONVEYANCE.** The conveyance of the Assigned Interest hereunder is an absolute and irrevocable transfer to Assignee, free and clear of all liens and restrictions.
4. **POWER OF ATTORNEY.** Assignor hereby appoints Assignee as its true and lawful attorney-in-fact, irrevocably, with full power of substitution to execute any and all documents to complete, insure, and perfect the conveyance and transfer to Assignee and its successors and assigns, of all the right, title, and interest of Assignor in and to the Assigned Interest hereby conveyed. The authority hereby conferred by the foregoing sentence is and shall be irrevocable and is deemed coupled with an interest.

ASSIGNOR: John Ziggas, III


John Ziggas, III

7/11/16
Date

ASSIGNEE: Robert Hunt


Robert Hunt

7-12-16
Date

LEGAL DESCRIPTION

Real property known as 0 Washington Avenue (a/k/a 725 Bank Street) in the City of Waterbury, County of New Haven, State of Connecticut, described as follows:

All that certain piece or parcel of land located in the City of Waterbury, County of New Haven and State of Connecticut, as shown on a map entitled, "Subdivision of Property of Ansonia Copper & Brass, Inc. Parcels 1, 2 & 3 Washington Ave. Waterbury, CT Scale 1" = 50' February, 1980 last revised October 23, 1986", filed in the Office of the Town Clerk of the City of Waterbury in Map Drawer XVIII at Page 66, more particularly bounded and described as follows:

Commencing at a point in the northerly street line of Washington Avenue and in the easterly line of property now or formerly of Consolidated Rail Corp., said point being the southwesterly corner of property herein described and point and place of beginning.

Thence from said point and place of beginning in a northerly direction along the easterly line of property now or formerly of Consolidated Rail Corp. N 07° 58' 11" W a distance of 345.44 feet to a point; thence following a curve to the right having a central angle of 08° 40' 28" a radius of 2869.25 feet and an arc length of 434.40 feet to a point;

Thence N 07° 49' 49" E a distance of 14.97 feet to a point;
Thence N 03° 43' 56" W a distance of 41.05 feet to a point;
Thence N 86° 11' 14" E a distance of 8.40 feet to a point;
Thence N 07° 49' 49" E a distance of 9.62 feet to a point;

Thence N 00° 42' 39" E a distance of 33.08 feet to a point in the southerly channel encroachment line of the Naugatuck River;

Thence in an easterly direction following the southerly and westerly channel encroachment line of the Naugatuck River S 75° 57' 08" E a distance of 32.08 feet to a point;
Thence S 72° 22' 56" E a distance of 310.26 feet to a point;
Thence S 05° 20' 24" E a distance of 23.26 feet to a point;
Thence S 48° 32' 46" E a distance of 65.43 feet to a point;
Thence S 20° 35' 15" E a distance of 41.13 feet to a point;
Thence S 11° 57' 54" E a distance of 36.36 feet to a point;
Thence S 06° 24' 51" W a distance of 44.74 feet to a point;
Thence S 00° 29' 04" W a distance of 277.79 feet to a point;
Thence N 88° 49' 14" W a distance of 61.63 feet to a point;
Thence S 01° 10' 45" W a distance of 160.00 feet to a point;
Thence S 36° 45' 12" W a distance of 83.42 feet to a point;
Thence S 00° 55' 25" W a distance of 150.00 feet to a point in the northerly street line of Washington Avenue.

Thence in a westerly direction along the northerly street line of Washington Ave. N 88° 24' 48" W a distance of 211.15 feet to a point in the easterly line of property now or formerly of Consolidated Rail Corp., said point being the point and place of beginning.

Together with all the right, title and interest of the owner of the property in and to property lying between the southerly and westerly channel encroachment line of the Naugatuck River and the center line of said river.

Together with rights, if any, to cross to and from the property and Bank Street, over land now or formerly of Consolidated Rail Corp. in the area of the current crossing, which crossing lies South of the northerly line of the property.

Together with certain reservations as more particularly described in a certain deed from Ansonia Copper & Brass, Inc. to Helmut W. Schultze dated May 9, 1986 and recorded May 12, 1986 in Volume 1886, Page 5 of the Waterbury Land Records, and in a certain deed from Ansonia Copper & Brass, Inc. to John G. Devino, Sr. and John G. Devino, Jr. dated December 30, 1986 and recorded December 31, 1986. in Volume 2008, Page 323 of said Land Records.

Together with the easements contained in a Lease by and between Ansonia Copper & Brass, Inc. and Waterbury Generation LLC, as set forth in a Memorandum of Lease between said parties recorded June 15, 2007 in Volume 6153 at Page 19 of the Waterbury Land Records; as amended by Amendment To Memorandum of Lease by and between Ansonia Copper & Brass, Inc. (Lessor) and Waterbury Generation LLC (Lessee) dated as of July 16, 2007 and recorded July 19, 2007 in Volume 6179 at Page 258 of said Land Records.

Excepting and excluding, therefrom, any applicable property and rights included in the Limited Warranty Deed and Bill of Sale by Waterbury Generation LLC in favor of The Connecticut Light and Power Company dated June 23, 2009 and recorded June 25, 2009 in Volume 6546 at Page 56 of the Waterbury Land Records.

Excepting and excluding, therefrom:

A southerly portion of the land of Ansonia Copper and Brass, Inc. located at 725 Bank Street, City of Waterbury, New Haven County, State of Connecticut containing 98008 sq ft or 2.25 acres more less, said land of Ansonia Copper and Brass is more particularly described as parcel 2 in a deed from the American Brass Company, L.P. to Ansonia Copper and Brass, Inc. in Volume 1865 Page 218 of the City of Waterbury Land Records.

Commencing at a point in the northerly street line of Washington Avenue and the easterly line of land now or formerly of Consolidated Rail Corp, said point being the southwesterly corner of the Lease Area herein described and the point and place of beginning.

Thence along the easterly line of said Consolidated Rail Corp N 07°58'11"W 201.48' to a point;

Thence along (in part) the southerly face of an exterior wall of an existing brick building N 86°28'03"E 56.44' to a point on a southeasterly corner of said wall;

Thence along an easterly face of said exterior wall and the easterly face of an interior wall N 03°37'49"W 47.81' to a point;

Thence the following eight (8) courses and distances along the face of said interior wall; N 86°14'22"E 11.13' to a point, N 03°45'38"W 32.07' to a point, S 85°35'09"W 12.93' to a point, N 04°43'42"W 17.89' to a point, N 86°21'42"E 11.11' to a point, N 03°40'37"W 13.01' to a point, S 86°19'23"W 10.91' to a point and N 03°30'14"W 54.24' to a point marking a northwesterly corner of said Lease Area herein described;

Thence N86°21'02"E 160.12' to the easterly face of said exterior wall;

Thence along said exterior wall N03°37'52"W 58.95' to a point;

Thence S89°33'53"E 155.73' to a Channel Encroachment Line of the Naugatuck River as depicted on a map titled "Subdivision of Property of Ansonia Copper and Brass, Inc. Parcels 1 & 2 Washington Ave Waterbury CT" Last Revised 10/26/86 and filed in drawer 18 page 66 of the City of Waterbury Land Records;

Thence along said Channel Encroachment Line S 00°29'04"W 65.58' to a point marking the northeasterly corner of land now or formerly of John G. Devino Sr. & John G. Devino Jr;

Thence along said Devino's land the following four(4) courses and distances; N88°49'14"W 61.63' to a PK Nail, S01°10'45"W 160.00 to a PK Nail, S36°45'12"W 83.42' to a point and S00°55'25"W 150.00' to a point marking the southeasterly corner of the Lease Area herein described and the northerly streetline of said Washington Avenue;

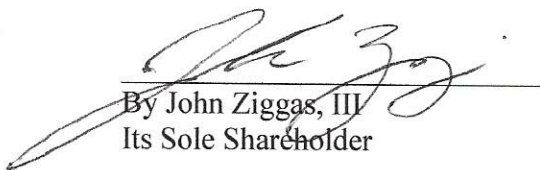
Thence along said northerly streetline of said Washington Avenue N88°24'48"W 210.12' to the point and place of beginning.

A more particular description may be found on a map titled "Limited Property Survey prepared for FirstLight Power Resources 20 Church Street Hartford, CT ~Site Location~ Ansonia Copper and Brass 725 Bank Street Waterbury, CT dated June 20, 2007 by R. Richard Howard LS17249 and filed as Map No. 4417 in the City of Waterbury Land Records.

DISCLAIMER AND RELEASE

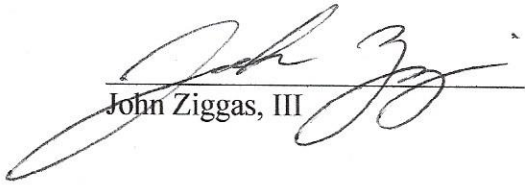
1. The undersigned John Ziggas, III ("Shareholder") hereby certifies that he is the sole shareholder of 725 Bank Street Development, Inc. ("Company").
2. Shareholder and Company acknowledge the transaction contemplated in the Purchase and Sale Agreement ("Agreement") requires a report on Form 3-Q to the Ohio Department of Commerce.
3. Shareholder will complete the remainder of the form, execute the form, and mail the form to the appropriate office with the corresponding filing fee of \$100 no later than 60 days from the Effective Date as defined in the Agreement.
4. Hurley Law Office, LLC, legal counsel for John Hunt ("Buyer"), has prepared Form 3-Q as a convenience to Shareholder. Shareholder acknowledges that it had or will have the opportunity to review the Form with an attorney of Shareholder's own choosing prior to submitting the Form.
5. Hurley Law Office, LLC makes no representation, warranties, or guarantees to Shareholder or Company regarding the accuracy of the Form or any other Federal or State Securities Laws issues that may apply to Shareholder or Company as a result of the transaction contemplated in the Agreement.
6. Hurley Law Office, LLC offered no legal advice to Shareholder or Company. There is no attorney-client relationship between Hurley Law Office, LLC and Shareholder and Company.
7. Shareholder releases and discharges Hurley Law Office, LLC from any and all claims, losses, costs, or damages, of any kind, whether known or not known, regarding Hurley Law Office, LLC's preparation of Form 3-Q or any other Federal or State Securities Laws issues.

COMPANY: 725 Bank Street Development, Inc.


By John Ziggas, III
Its Sole Shareholder

7/11/16
Date

SHAREHOLDER: John Ziggas, III


John Ziggas, III

7/11/16
Date